

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARTIN LUTHER KING, JR.
COUNTY, *et al.*,

Plaintiffs,

v.

SCOTT TURNER in his official capacity
as Secretary of the U.S. Department of
Housing and Urban Development, *et al.*,

Defendants.

No. 2:25-cv-00814

DECLARATION OF ALEXANDRA
WARREN IN SUPPORT OF
MOTION FOR TEMPORARY
RESTRAINING ORDER

Pursuant to 28 U.S.C. § 1746(2) I, Alexandra Warren, declare as follows:

1. I am the Assistant Commissioner for Housing Stability at the New York City Department of Housing Preservation and Development (“NYC HPD”) and have served in this role since March 2023. NYC HPD is a department of the City of New York (“NYC”). Previously, I served as NYC HPD’s Chief of Staff, Office of Neighborhood Strategies from January 2016 through March 2023; Director of Strategic Planning from April 2010 through December 2015; and Director of Budget, Policy, and Special Programs from July 2005 until April 2010.

2. I make this declaration in my capacity as Assistant Commissioner for Housing Stability at NYC HPD based on my personal knowledge and observations, conversations with my staff and other officials of NYC, and NYC HPD’s documents and records. I respectfully

1 submit this Declaration in order to place before the Court certain testimony and documents
 2 relevant to the relief requested in the motion for a temporary restraining order. I am familiar with
 3 the matters set forth herein.

4 **CoC Grants in New York City**

5 3. NYC HPD depends on federal funding, among other funding, to support critical
 6 programs to transition individuals and families experiencing chronic homelessness into
 7 permanent housing.

8 4. A significant portion of this funding comes through the Continuum of Care
 9 (“CoC”) program administered by the U.S. Department of Housing and Urban Development
 10 (“HUD”).

11 5. NYC HPD is a member of the NYC Continuum of Care (“NYC CoC”). The goals
 12 of the NYC CoC include promoting communitywide commitment to ending homelessness;
 13 providing funding for efforts by nonprofit providers and State and local governments to quickly
 14 rehouse homeless households; and optimizing self-sufficiency among households experiencing
 15 homelessness.

16 6. Membership in the NYC CoC is open to all stakeholders, including nonprofit
 17 homeless assistance providers, victim service providers, faith-based organizations, government
 18 agencies, businesses, advocates, public housing agencies, school districts, social service
 19 providers, mental health agencies, hospitals, universities, philanthropies, affordable housing
 20 developers, law enforcement, and individuals currently or formerly experiencing homelessness in
 21 New York City. *See generally* <https://www.nyc.gov/site/nyccoc/about/about-the-nyc-coc.page>.

22 7. In my capacity as Assistant Commissioner for Housing Stability of NYC HPD, I
 23 am responsible for overseeing a team of 9 that administer the CoC contracts in collaboration with
 24 our subrecipients. This includes preparing the renewal funding applications, signing grant
 25 agreements and provider contracts, monitoring and supporting grant performance and
 26 compliance, and supplying required performance evaluations. I also serve on the Steering
 27

1 Committee of the NYC CoC and the subcommittee for Survivors of Domestic Violence.

2 8. HPD's CoC grants are used to provide rental assistance to chronically homeless
3 individuals and families to place them and sustain them in permanent supportive housing. The
4 individuals and families served by these grants are some of the most vulnerable residents of New
5 York City, all of whom struggle with disabilities, HIV/AIDS, mental health, substance abuse
6 issues, family trauma, and/or other challenges, and require additional and ongoing support and
7 services in order to help ensure that they can maintain housing stability. Together, HPD's CoC
8 grants enable the City to house individuals and families into thousands of units of permanent
9 supportive housing.

10 9. NYC HPD has been awarded, and has relied upon, funding from CoC grants for at
11 least 12 years.

12 **CoC Funding for FY 2024**

13 10. In response to the Notice of Funding Opportunity ("NOFO") for CoC grants
14 appropriated by Congress for FYs 2024 and 2025, which HUD had posted in July 2024, NYC,
15 though NYC HPD, sought renewal funding for each of the 44 CoC programs that NYC HPD was
16 operating at the time.

17 11. On January 17, 2025, HUD released a notification of FY 2024 CoC project
18 awards, including 40 of the 44 renewal projects for which NYC HPD had applied, totaling
19 \$53,559,574 dollars for rental assistance and administrative fees. *See*
20 https://www.hud.gov/sites/dfiles/CPD/documents/CoC/CoC-2024-NY_Press.pdf. NYC HPD
21 operates these programs through 30 nonprofit partner organizations that are CoC grant
22 subrecipients.

23 12. NYC HPD has met the requirements for its grant funds to become obligated
24 pursuant to 42 U.S.C. § 11382(d)(1)(A).

25 13. In March 2025, HUD communicated to NYC HPD that it would soon be
26 circulating grant renewal agreements for several of the grant awards listed in the January 17
27

1 awards list.

2 14. Of the 40 renewal projects in the January 17 awards list, three were set to begin
3 on May 1, 2025, with additional grants set to begin June 1, 2025 and later throughout the year.
4 The three May, 1, 2025 grants are for programs at Kingsbridge Heights (CUCS), Odyssey House
5 Haven (Odyssey House), and Mother Gaston and New Life Homes (SUS Consolidated) that
6 provide a combined approximately \$3.3 million in rental assistance and associated administrative
7 costs for 169 units of permanent supportive housing for chronically homeless households with
8 serious mental illness, substance use disorders, and/or HIV/AIDS.

9 15. On March 13, 2025, HUD sent HPD grant agreements for these three renewal
10 projects. On March 20, 2025, HUD sent updated versions of these same three grant agreements.

11 16. The March 20, 2025 grant agreements each impose new terms and conditions that
12 were not included in the NOFO, NYC HPD's grant applications or prior agreements.

13 17. On May 2, 2025, NYC HPD returned signed copies of these three grant
14 agreements, with a statement that NYC HPD will not consent to the new conditions. True and
15 correct copies of these three grant agreements are attached hereto as Exhibits A, B, and C.

16 **Irreparable Harm from Loss of CoC Funding**

17 18. NYC HPD's CoC programs provide supportive housing for more than 2,700
18 chronically homeless households, some of the most vulnerable people in our city. Cutting off
19 funding to NYC HPD's CoC program threatens their housing stability.

20 19. Loss of NYC HPD's CoC funds would also likely affect the ability of NYC
21 HPD's subrecipients to continue providing supportive housing. The 30 nonprofit partner
22 organizations that operate NYC HPD's supportive housing programs rely on CoC funds to
23 provide stable and reliable housing for chronically homeless households. Many projects also
24 operate "community units" that are not supportive housing funded by CoC, but would naturally
25 be affected by a loss of the nonprofit owner's ability to maintain building operations.

1 20.

2 21. Even a temporary interruption in NYC HPD's funding (and the uncertainty that
3 would necessarily result) could threaten the operations of NYC HPD's CoC programs.

4 I declare under penalty of perjury that the foregoing is true and correct.

5
6 EXECUTED this 4th day of May, 2025.

7
8 

9 Alexandra Warren
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

CERTIFICATE OF SERVICE

I hereby certify that on May 5, 2025, I served a true and correct copy of the foregoing document on the following parties by the method(s) indicated below:

Scott Turner Secretary of Housing and Urban Development U.S. Department of Housing and Urban Development Office of the General Counsel Robert C. Weaver Federal Building 451 7th Street SW Washington, DC 20410	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
U.S. Department of Housing and Urban Development Office of the General Counsel Robert C. Weaver Federal Building 451 7th Street SW Washington, DC 20410	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Sean Duffy Secretary of Transportation U.S. Department of Transportation Office of the General Counsel 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
U.S. Department of Transportation Office of the General Counsel 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Matthew Welbes Acting Administrator, Federal Transit Administration Federal Transit Administration Office of the General Counsel U.S. Department of Transportation, East Building 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service

Federal Transit Administration Office of the General Counsel U.S. Department of Transportation, East Building 1200 New Jersey Avenue, SE Washington, DC 20590	<input type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Alex Haas, Co-Director Diane Kelleher, Co-Director John Griffiths, Co-Director Eric J. Hamilton, Deputy Assistant Attorney Federal Programs Branch Civil Division U.S. Department of Justice 950 Pennsylvania Avenue, NW Washington, DC 20530 alex.haas@usdoj.gov diane.kelleher@usdoj.gov john.griffiths@usdoj.gov eric.hamilton@usdoj.gov	<input type="checkbox"/> CM/ECF E-service <input checked="" type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
Teal L. Miller, Acting United States Attorney Rebecca S. Cohen, Civil Division Chief United States Attorney's Office for the Western District of Washington United States Attorney's Office 700 Stewart Street, Suite 5220 Seattle, WA 98101-1271 teal.miller@usdoj.gov rebecca.cohen@usdoj.gov	<input type="checkbox"/> CM/ECF E-service <input checked="" type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service

I declare under penalty of perjury under the laws of the United States and the State of Washington that the foregoing is true and correct.

DATED this 5th day of May 2025.

/s/ Gabriela DeGregorio

Gabriela DeGregorio
 Litigation Assistant
 Pacifica Law Group LLP

EXHIBIT A

Grant Number/FAIN: NY0310L2T002417

Recipient Name: City of New York Acting by and through its Department of Housing Preservation and Development

Tax ID No.: 13-6400434

Unique Entity Identifier (UEI) Number: CPEWG8QP68L9

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of New York Acting by and through its Department of Housing Preservation and Development (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

- ☐ The Recipient is a Unified Funding Agency (UFA).
- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☒ The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is \$1382216, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
NY0310L2T002417	12	5/1/2025 - 4/30/2026	5/1/2025 - 4/30/2026	\$1382216
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$1322232
g. Supportive services				\$0
h. Operating costs				\$0
i. Homeless Management Information System				\$0
j. Administrative costs				\$59984
k. Relocation costs				\$0
l. VAWA Costs				\$0
m. Rural Costs				\$0
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a

post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

This agreement purports to impose new provisions that were not required under the application. Recipient is not consenting to them as conditions of the agreement.

- (1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: Abigail Ford
(Signature)
Abigail Ford CPD FO Director New York City
(Typed Name and Title)
3/20/2025
(Date/Federal Award Date)

RECIPIENT

City of New York Acting by and through its Department of Housing Preservation and Development
(Name of Organization)

BY: Alexandra Warren
(Signature of Authorized Official)
Alexandra Warren, Assistant Commissioner
(Typed Name and Title of Authorized Official)
May 2, 2025
(Date)

Addendum #1 to NY0310L2T002417

OMB Number. 2501-0044
Expiration Date: 2/28/2027**Indirect Cost Information for Award Applicant/Recipient**

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient:
City of New York, Acting by and through its Department of Housing Preservation and Development

3. Indirect Cost Rate Information for the Applicant/Recipient:

Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

- ☒ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):

☒ Initial submission ☐ Update

5. Effective date(s):

May 2, 2025

6. Certification of Authorized Representative for the Applicant/Recipient:

****Under penalty of perjury, I certify on behalf of the Applicant/Recipient that**

- (1) all information provided on this form is true, complete, and accurate, and
- (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
- (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: Alexandra Warren

Date: May 2, 2025

Name: Alexandra Warren

Title: Assistant Commissioner

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

EXHIBIT B

Grant Number/FAIN: NY0321L2T002417

Recipient Name: City of New York Acting by and through its Department of Housing Preservation and Development

Tax ID No.: 13-6400434

Unique Entity Identifier (UEI) Number: CPEWG8QP68L9

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of New York Acting by and through its Department of Housing Preservation and Development (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

- ☐ The Recipient is a Unified Funding Agency (UFA).
- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☒ The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is \$1214446, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
NY0321L2T002417	12	5/1/2025 - 4/30/2026	5/1/2025 - 4/30/2026	\$1214446
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$1166148
g. Supportive services				\$0
h. Operating costs				\$0
i. Homeless Management Information System				\$0
j. Administrative costs				\$48298
k. Relocation costs				\$0
l. VAWA Costs				\$0
m. Rural Costs				\$0
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a

post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

This agreement purports to impose new provisions that were not required under the application. Recipient is not consenting to them as conditions of the agreement.

AW

- (1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: Abigail Ford
(Signature)
Abigail Ford CPD FO Director New York City
(Typed Name and Title)
3/20/2025
(Date/Federal Award Date)

RECIPIENT

City of New York Acting by and through its Department of Housing Preservation and Development
(Name of Organization)

BY: Alexandra
(Signature of Authorized Official)
Alexandra Warren, Assistant Commissioner
(Typed Name and Title of Authorized Official)
May 2, 2025
(Date)

Addendum #1 to NY0321L2T002417

OMB Number. 2501-0044
Expiration Date: 2/28/2027**Indirect Cost Information for Award Applicant/Recipient**

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient:
City of New York, Acting by and through its Department of Housing Preservation and Development

3. Indirect Cost Rate Information for the Applicant/Recipient:

Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

- ☒ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):

☒ Initial submission ☐ Update

5. Effective date(s):

May 2, 2025

6. Certification of Authorized Representative for the Applicant/Recipient:

****Under penalty of perjury, I certify on behalf of the Applicant/Recipient that**

- (1) all information provided on this form is true, complete, and accurate, and
- (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
- (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: Alexandra Warren

Date: May 2, 2023

Name: Alexandra Warren

Title: Assistant Commissioner

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

EXHIBIT C

Grant Number/FAIN: NY1164L2T002406

Recipient Name: City of New York Acting by and through its Department of Housing Preservation and Development

Tax ID No.: 13-6400434

Unique Entity Identifier (UEI) Number: CPEWG8QP68L9

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of New York Acting by and through its Department of Housing Preservation and Development (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

- ☐ The Recipient is a Unified Funding Agency (UFA).
- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☒ The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is \$680179, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
NY1164L2T002406	12	5/1/2025 4/30/2026	5/1/2025 4/30/2026	\$680179
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				\$ <u>0</u>
b. Acquisition				\$ <u>0</u>
c. Rehabilitation				\$ <u>0</u>
d. New construction				\$ <u>0</u>
e. Leasing				\$ <u>0</u>
f. Rental assistance				\$ <u>629760</u>
g. Supportive services				\$ <u>0</u>
h. Operating costs				\$ <u>0</u>
i. Homeless Management Information System				\$ <u>0</u>
j. Administrative costs				\$ <u>50419</u>
k. Relocation costs				\$ <u>0</u>
l. VAWA Costs				\$ <u>0</u>
m. Rural Costs				\$ <u>0</u>
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$ <u>0</u>
Short-term and medium-term rental assistance				\$ <u>0</u>

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The

incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

This agreement purports to impose new provisions that were not required under the application. Recipient is not consenting to them as conditions of the agreement.

AW

- (1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the

project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: Abigail Ford
(Signature)

Abigail Ford CPD FO Director New York City
(Typed Name and Title)

3/20/2025
(Date/Federal Award Date)

RECIPIENT

City of New York Acting by and through its Department of Housing Preservation and Development
(Name of Organization)

BY: Alexandra Warren
(Signature of Authorized Official)

Alexandra Warren, Assistant Commissioner
(Typed Name and Title of Authorized Official)

May 2, 2025
(Date)

Addendum #1 to NY1164L2T002406

OMB Number. 2501-0044
Expiration Date: 2/28/2027**Indirect Cost Information for Award Applicant/Recipient**

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient:
City of New York, Acting by and through its Department of Housing Preservation and Development

3. Indirect Cost Rate Information for the Applicant/Recipient:

Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

- ☒ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):

☒ Initial submission ☐ Update

5. Effective date(s):

May 2, 2025

6. Certification of Authorized Representative for the Applicant/Recipient:

****Under penalty of perjury, I certify on behalf of the Applicant/Recipient that**

- (1) all information provided on this form is true, complete, and accurate, and
- (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
- (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: 

Date: May 2, 2023

Name: Alexandra Warren

Title: Assistant Commissioner

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.